

United States Fidelity and Guaranty CompanyBaltimore, Maryland
A Stock Company51447
110095-01-017
11/14/01
US F+G
INSURANCE
T-hor
Curt H. H. H.**Subcontract Performance Bond**Bond Number SG1264 ✓

Know all men by these presents:

That The Hartford Roofing Company, Inc.53 Evans Drive, Stoughton, MA 02038as Principal, hereinafter called Principal, and United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland, as Surety, hereinafter called Surety are held and firmly bound unto ADP Marshall, Inc.75 Newman Avenue, Rumford, RI 02916

as Obligor, hereinafter called Obligor.

in the amount of One Hundred Fifty Five Thousand One Hundred Eighty Three and 00/100Dollars (\$ 155,183.00) ✓

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has by written agreement dated March 7, 2001entered into a subcontract with Obligor for ATMC - Advanced Technology Manufacturing Center
Fall River, MA - Job No. 110095 - Roof Replacement

in accordance with drawings and specifications prepared by _____

_____ which subcontract is by reference made a part hereof, and is hereinafter referred to as the subcontract.

Now, Therefore, the condition of this obligation is such that, if Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whereas Principal shall be, and be declared by Obligor to be in default under the subcontract, the Obligor having performed Obligor's obligations hereunder:

1. Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
2. Obligor after reasonable notice to Surety, or Surety upon demand of Obligor, may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
3. The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligor, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Obligor such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remediation the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlay shall be paid to the Surety at the time and in the manner as said sum would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Obligor to Principal under the subcontract and any amendments thereto, less the amount heretofore properly paid by Obligor under the subcontract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this

13th

day of

MarchA.D. 19 2001The Hartford Roofing Company, Inc.By Philip P. Mongeau, V.P.

Principal

United States Fidelity and Guaranty Company

EXHIBIT " 2 "PAGE 1 OF 1By W. Shuckrow

W. Shuckrow, Attorney In Fact